



KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AGENDA

REGULAR MEETING | OCTOBER 22, 2024 AT 6:00 PM
CITY COUNCIL CHAMBERS | 405 MUNICIPAL DR, KENNEDALE, TX 76060

I. CALL TO ORDER

A. ROLL CALL

II. PUBLIC COMMENT

The Kennedale Economic Development Corporation welcomes comments from the public. Those wishing to speak must sign in prior to the start of the meeting. Speakers may speak on any topic, whether on the agenda or not. The EDC cannot act upon, discuss issues raised or make any decisions at this time. Speakers under citizens' comments shall observe a three-minute time limit. Inquiries regarding matters not listed on this agenda may be referred to staff for research and/or possible future action by the board.

III. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

In addition to any items below, the Kennedale Economic Development Corporation Board of Directors, the presiding officer, and/or staff may give or receive reports regarding items of community interest, including, but not limited to, recognition of officials, citizens, staff, or departments; information regarding holiday schedules; and upcoming or attended events.

1. Financial Reports for the Economic Development Corporation.
2. Update from Mr. Craig Hughes relating to the Kennedale Town Center.

B. CONSENT AGENDA

These matters have appeared on previous agendas, require little or no deliberation, or are considered routine or ministerial tasks. If discussion is desired, items may be removed for separate consideration.

1. August 17, 2024 Economic Development Corporation Minutes.

C. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

1. Discuss and take action on a lease agreement with South Point Constructors.
2. Discuss and take action as required to sell the property located at 600 W. Kennedale Parkway.
3. Discuss and take action on a proposed contract for EDC Consultation Services with CP2 Consultants.
4. Discuss and take action on the application process and approval qualifications for the Economic Development Funding Grants.

IV. EXECUTIVE SESSION

IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE. If, during the course of the meeting and discussion of any items covered by this notice, the Kennedale Economic Development Corporation Board of Directors determines that a Closed or Executive session of the Board is required, then such closed meeting will be held as authorized by Texas Government Code, Chapter 551, Section 551.071 consultation with counsel on legal matters; Section 551.074 personnel matters (1) to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; or (2) to hear a complaint or charge against an officer or employee. (b) Subsection (a) does not apply if the officer or employee who is the subject of the deliberation or hearing requests a public hearing. Section 551.072 - deliberation regarding purchase, exchange, lease or value of real property; Section 551.073 - deliberation regarding a prospective gift; Section 551.087 - deliberation regarding economic development negotiation; Section 551.089 - deliberation regarding security devices or security audits, and/or other matters as authorized under the Texas Government Code. If a Closed or Executive Session is held in accordance with the Texas Government Code as set out above, the Kennedale Economic Development Corporation Board of Directors will reconvene in Open Session in order to take action, if necessary, on the items addressed during Executive Session.

V. RECONVENE INTO OPEN SESSION, AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

VI. ADJOURNMENT



BOBBIE JO TAYLOR,
CITY SECRETARY

CERTIFICATION: I DO HEREBY CERTIFY THAT THE OCTOBER 22, 2024 KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS AGENDA WAS POSTED INSIDE THE MAIN ENTRANCE OF CITY HALL (405 MUNICIPAL DRIVE), IN A PLACE CONVENIENT AND READILY ACCESSIBLE TO THE GENERAL PUBLIC AT ALL TIMES; AND THAT SAID AGENDA WAS POSTED AT LEAST SEVENTY-TWO (72) HOURS PRECEDING THE SCHEDULED TIME OF SAID MEETING, IN ACCORDANCE WITH CHAPTER 551 OF THE TEXAS GOVERNMENT CODE.

IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT (ADA), THE CITY OF KENNEDALE WILL PROVIDE FOR REASONABLE ACCOMMODATIONS FOR PERSONS ATTENDING MEETINGS. THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR SIGN INTERPRETER SERVICES MUST BE MADE FORTY-EIGHT (48) HOURS PRIOR TO THE MEETING BY CALLING 817-985-2104 OR (TTY) 1-800-735-2989.

A QUORUM OF THE KENNEDALE EDC, THE KENNEDALE PLANNING AND ZONING COMMISSION, BOARD OF ADJUSTMENT, KEEP KENNEDALE BEAUTIFUL COMMISSION, PARKS AND RECREATION BOARD, BUILDING BOARD OF APPEALS, TOWNCENTER DEVELOPMENT DISTRICT, OR TAX INCREMENT REINVESTMENT DISTRICT MAY BE PRESENT. NO ACTION WILL BE TAKEN BY THE ABOVE-LISTED BOARDS.

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.A.

SUBJECT
REPORTS AND ANNOUNCEMENTS

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS



**KENNEDALE
ECONOMIC DEVELOPMENT CORPORATION
MONTHLY FINANCIAL REPORT
Month Ended September, 2024
EXECUTIVE OVERVIEW**

TO Members of the Economic Development Corporation
Darrell Hull, Executive Director

FROM Jon Horton, Treasurer

DATE October 22, 2024

SUBJECT Monthly Financial Report for September 2024

Below is an overview of the monthly financial results for the current fiscal year through September. Detail schedules for each fund are attached for your review.

Results through September represent 100% of the fiscal year. This is a draft as the FY is not closed.

EDC FUND (15)

- ◇ Sales tax revenues received year-to-date \$606,725; 98.9% of total budget; receipts from the State are two months delayed; i.e. October sales taxes are received in December; November in January, etc.
- ◇ Prior year Sales Tax receipts through September were \$738,973; 100% of total receipts
- ◇ Rental fees for the Shopping Center year-to-date \$323,736; 104.3% of total budget
- ◇ EDC Operations expenditures year-to-date \$783,617; 109.7% of total budget; includes \$30,621 for annual Christmas event
- ◇ EDC Town Shopping Center expenditures year-to-date \$195,731; 57.8% of total budget
- ◇ Fund Balance year-to-date is \$2,172,053; 557 days of total budgeted expenditures and transfers out; budgeted Fund Balance at year-end is 478 days

KENNEDALE ECONOMIC DEVELOPMENT CORPRATION
MONTHLY FINANCIAL REPORT
Month Ended September 30, 2024

EDC FUNDS									
Fund / Description	PRIOR YEAR FY2023				CURRENT YEAR FY2024				
	Actual for Year	Current Month	Year To Date	% Received/ Expended YTD	Approved Budget	Current Month	Year To Date	% Received/ Expended YTD	Remaining Budget
EDC Fund (15)									
EDC Fund Revenues	\$ 1,178,119	\$ 299,937	\$ 1,178,119	100.0%	\$ 1,093,807	\$ 90,037	\$ 1,340,111	122.5%	\$ (246,304)
EDC Fund Expenditures									
Operations Expenditures	560,637	97,167	560,637	100.0%	714,406	47,703	783,617	109.7%	(69,211)
Debt Service Expenditures	301,233	(5,230)	301,233	100.0%	309,200	5,160	319,744	103.4%	(10,544)
Town Shopping Center Expenditures	73,091	7,461	73,091	100.0%	338,461	6,258	195,731	57.8%	142,730
Total EDC Fund Expenditures	934,961	99,399	934,961	100.0%	1,362,067	59,120	1,299,092	95.4%	62,975
Revenues Over (Under) Expenditures	243,158	200,538	243,158		(268,260)	30,916	41,019		
Transfers (Out)	(56,124)	(4,677)	(56,124)	100.0%	(61,520)	(5,127)	(61,520)	100.0%	-
Net Change in Fund Balance	187,034	195,861	187,034		(329,780)	25,790	(20,501)		
Beginning Fund Balance - October 1	2,005,520		2,005,520		2,192,554		2,192,554		
Ending Fund Balance - year-to-date	<u>\$ 2,192,554</u>		<u>\$ 2,192,554</u>		<u>\$ 1,862,774</u>		<u>\$ 2,172,053</u>		
Average Daily Annual Expenditures	\$ 2,715				\$ 3,900				
Days of Fund Balance	807		807		478		557		
EDC Bond Reserve Fund (95)									
EDC Bond Reserve Fund Revenues	\$ 4,350	\$ 589	\$ 4,350	100.0%	\$ 2,800	\$ 691	\$ 5,959	212.8%	\$ (3,159)
EDC Bond Reserve Fund Expenditures	0	-	-	0.0%	0	-	-	0.0%	0
Revenues Over (Under) Expenditures	4,350	589	4,350		2,800	691	5,959		
Beginning Fund Balance - October 1	126,575		126,575		130,925		130,925		
Ending Fund Balance - year-to-date	<u>\$ 130,925</u>		<u>\$ 130,925</u>		<u>\$ 133,725</u>		<u>\$ 136,884</u>		

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: REPORTS AND ANNOUNCEMENTS ITEM III.A.2.

SUBJECT

Update from Mr. Craig Hughes relating to the Kennedale Town Center.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.B.

SUBJECT
CONSENT AGENDA

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: CONSENT AGENDA ITEM III.B.1.

SUBJECT

August 17, 2024 Economic Development Corporation Minutes.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	August 27, 2024 EDC Minutes	August 27, 2024 EDC Minutes.pdf
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KENNEDALE ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS MINUTES

REGULAR MEETING | AUGUST 27, 2024 AT 6:00 PM
CITY HALL COUNCIL CHAMBERS | 405 MUNICIPAL DRIVE, KENNEDALE, TX 76060

I. CALL TO ORDER

President Yeary called the meeting to order at 6:00 p.m.

A. ROLL CALL

All members of the board were in attendance.

II. PUBLIC COMMENT

No members of the public appeared to speak before the board.

III. REGULAR SESSION

A. REPORTS AND ANNOUNCEMENTS

1. Financial Reports for the Economic Development Corporation.

Treasurer Jonathan Horton gave an update on the financial reports for the EDC.

B. CONSENT AGENDA

1. June 25, 2024, Economic Development Corporation Minutes.
2. July 23, 2024, Economic Development Corporation Minutes

Place 4 Nevarez made a motion to approve the consent agenda.

PL 3 Michels seconded the motion.

No oppositions, No abstentions.

Vote: The motion to approve carried unanimously: 7-0

C. ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND ACTION

1. Discuss and take action on an Economic Development Funding grant application as

submitted by Valentino's NY Pizza.

The EDC discussed the Grant Application with Valentino's NY Pizza. Valentino's NY Pizza advised that the grant funding would be used to expand the menu, allowing for serving of pizza by the slice, shelving and a remodel to the front of the house.

PL 3 Eubanks motioned to approve an EDC Funding grant application for Valentino's NY Pizza.

Vice President Terry seconded the motion.

No opposition. PL 4 Nevarez abstained.

Vote: The motion carried: 6-0-1

2. Discuss and take action on the application process and approval qualifications for the Economic Development Funding Grants.

The EDC Board held a discussion relating to the requirements and approval of the grant process. The comments from the board included application processes, qualifications, timeframes, reimbursement costs, and recouping of funding if needed.

PL 1 Eubanks made a motion to table the application process and approval qualifications for the Economic Development Funding Grants.

PL 3 Michels seconded the motion.

Vote: The motion carried 7-0

3. Discuss Fiscal Year 2024-2025 Adopted Budget to include EDC Staffing.

City Manager Darrell Hull explained the lease agreement for equipment storage with Southpoint Construction. Mr. Hull advised that the lease is to be \$1,000 per month and that Southpoint Construction is requesting a two-year minimum lease.

The consensus of the board was to allow City Manager Darrell Hull to negotiate a lease with better conditions.

4. Discuss and take action on a lease agreement with Southpoint Construction

IV. EXECUTIVE SESSION

- A. Sec. 551.072. DELIBERATION REGARDING REAL PROPERTY; CLOSED MEETING. A governmental body may conduct a closed meeting to deliberate the purchase, exchange, lease, or value of real property if deliberation in an open meeting would have a detrimental effect on the position of the governmental body in negotiations with a third person.

1. Southeast Corner of Bowman Springs and Kennedale Parkway -

Woodlea Acres Addition Block 1 lot 8, a tract of land owned by the Kennedale Economic Development Corporation.

The board adjourned into executive session at 7:09 P.M.

V. RECONVENE INTO OPEN SESSION, AND TAKE ANY ACTION NECESSARY PURSUANT TO EXECUTIVE SESSION

The board adjourned from executive session at 7:39 P.M.

No action was taken as a result of the executive session.

VI. ADJOURNMENT

PL 1 Eubanks made a motion to adjourn at 7:39 P.M.

PL 4 Nevarez seconded the motion.

There being no further business President Yearly adjourned the meeting.

APPROVED:

ATTEST:

PRESIDING OFFICER

BOARD OR COMMISSION SECRETARY

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: INDIVIDUAL CONSIDERATION ITEM III.C.

SUBJECT

ITEMS FOR INDIVIDUAL CONSIDERATION, DISCUSSION AND/OR ACTION

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.C.1.

SUBJECT

Discuss and take action on a lease agreement with South Point Constructors.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Land Lease_City of Kennedale	Land Lease_City of Kennedale.pdf
2.	Vendor Form - English	Vendor Form - English.pdf

LAND LEASE AGREEMENT

THIS LEASE AGREEMENT, the "Lease", is made as of the 1 day of July 2024 by and between City of Kennedale ("Landlord") and South Point Constructors ("Tenant"). Land lord and Tenant are hereinafter sometimes referred to collectively as the "Parties".

RECITALS

A. Landlord is the owner of certain real property located in Kennedale, Texas (the "Property") and as more specifically described in Exhibit A, attached hereto and made a part hereof.

B. Landlord and Tenant desire to enter into an agreement whereby Landlord will lease a certain portion of the Property to the Tenant for operation of equipment staging and contractor's yard.

NOW, THEREFORE, for valuable consideration given, the Parties hereby agree as follows:

1. **GRANT.** Pursuant to the terms and conditions set forth herein, the Landlord does hereby lease to the Tenant, and the Tenant hereby agrees to lease from the Landlord, that certain portion of real property located in Kennedale, Texas consisting of approximately two (2) acres of land. The leased land shall hereinafter be referred to as the "Premises".

2. **TERM.** The term of the Lease shall commence on upon the earlier of (1) the execution of the Lease by both Parties, and end on December 31, 2026. Subject to Tenant not being in default of the payment of rent, Tenant shall have the option to extend the term of this Lease on a month-to-month basis for up to 12 months (the "Extended Term"), under the same terms and conditions set forth herein, by providing Landlord with written notice at least thirty (30) days prior to expiration of the term. During the Extended Term only, the Tenant may terminate this Lease by providing the Landlord with at least thirty (30) days prior written notice.

3. **USE.** Tenant shall use the Premises to operate a contractor's staging yard. This shall include the right to store and stage inventory, materials, supplies, and equipment; maintain and repair equipment; connect with utilities, locate job trailers and all other related uses. The Landlord warrants that the Premises is zoned to accommodate Tenant's use.

4. **RENT.** Tenant shall pay monthly rent to Landlord one thousand five hundred (\$1,500), payable in advance and due by the first day of each month. If the term of this Lease begins or ends on any other than the first day of the month, rent shall be pro-rated based on a 30-day month. Payments shall be made out to City of Kennedale (the "Payee") and delivered to the Payee as instructed by Payee's completion of Tenant's vendor form. The Payee shall complete a Department of the Treasury Internal Revenue Service Form W-9 and Tenant's vendor form, attached hereto as Exhibit C, and deliver said completed forms to Tenant prior to or upon the execution of this Lease.

5. **DELIVERY OF PREMISES.** Upon execution of this Lease, Landlord shall make the following improvements:

a. N/A

6. **OPERATING EXPENSES.** Tenant may connect with any and all utility services available and/or scheduled to be available to the Premises and shall be responsible for the payment of said utilities used in its operations. The Landlord shall pay all applicable property taxes and any insurance coverage above and beyond the insurance

Tenant is obligated to carry as further detailed in this Lease.

7. LIABILITY AND INDEMNIFICATION. Tenant agrees to indemnify and hold harmless Landlord from any and all claims of any kind or nature arising from Tenant's use of or actions upon the Premises during the term hereof, and Tenant hereby waives all claims against the Landlord of any kind or nature in and upon the Premises except if due to a negligent or willful act of the Landlord or its representatives. Landlord agrees to indemnify and hold harmless Tenant for any latent defect in the Premises causing injury to the Tenant, its employees, representatives, or invitees.

8. PLACE OF PAYMENT/NOTICES. All payments of rent or any notices herein provided to be made by Tenant to Landlord are to be couriered by reputable courier (Fed-Ex, UPS or DHL) or mailed, certified mail, return receipt requested, addressed as follows:

City of Kennedale
405 Municipal Drive
Kennedale, TX 76060

All payments or any notices herein provided to be made by Landlord to Tenant are to be couriered by reputable courier (Fed-Ex, UPS or DHL) or mailed, certified mail, return receipt requested, addressed as follows:

South Point Constructors
Attn: Real Estate Department
1550 Mike Fahey Street
Omaha, Nebraska 68102

9. INSURANCE. Tenant agrees to provide the Landlord with evidence of general liability insurance in the amount of \$2,000,000. Landlord shall be named as an additional insured.

10. ASSIGNMENT AND SUBLETTING. Except for assignments or subleases to Tenant's parent or affiliate companies, neither this Lease nor any interest herein may be assigned or sublet without the expressed written consent of the Landlord, which consent shall not be reasonably withheld or delayed. In any event, the Tenant shall remain responsible for the full performance of all terms and conditions of this Lease.

11. IMPROVEMENTS. Tenant may, at Tenant's sole risk and expense, install the following improvements upon the Property or Premises as it may be:

a. NA

Tenant shall obtain all permits related thereto and shall complete all improvements in accordance with all applicable governmental laws and regulations, if any. The improvements described in this section shall remain on the Property upon the termination or expiration of this Lease, and Tenant's ownership interest, if any, shall be transferred to Landlord.

Tenant may make additional alterations and/or improvements to the Premises so long as Tenant obtains Landlord's

consent prior to making any such modifications, and such consent shall not be unreasonably withheld, delayed or conditioned.

12. SURRENDER. Upon the expiration or termination of this Lease and except as specifically set forth in Section 11 above, the Premises shall be restored by the Tenant to a condition similar to what existed upon the commencement of this Lease, reasonable wear and tear, force majeure and damage by casualty excepted.

13. ACCESS. The Tenant shall have access to the Premises 24 hours per day, 365 days per year.

14. SIGNS. Tenant, at its sole expense, may install a sign on the Premises which displays its company name and logo.

15. DEFAULT. The occurrence of any of the following shall be deemed to be an event of default by Tenant under this Lease: (a) failure of Tenant to pay any installment of rent or other charge or money obligation herein required to be paid by Tenant, and such payment default continues for a period of five (5) business days following Tenant's receipt of Landlord written notice of said default; (b) failure of Tenant to perform any other of its covenants under this Lease within Thirty (30) days after receipt of written notice from Landlord; (c) the filing of a petition in bankruptcy by Tenant or adjudication that Tenant is bankrupt, or the making by Tenant of a general assignment for the benefit of creditors, or the appointment of a receiver of substantially all of the property of Tenant, including, in any event, this Lease, in a proceeding based upon Tenant's insolvency which shall not be discharged within Ninety (90) days after such appointment; or (d) vacation or abandonment of the Premises by Tenant. Upon the occurrence of any of the aforesaid events of default by Tenant, then Landlord may immediately or at any time thereafter, while any such condition continues, at Landlord's option, without further notice, either terminate this Lease, or as agent of Tenant, relet or otherwise dispose of the Premises or any part thereof to others in such manner and on such terms as Landlord deems best; but in any such case, Tenant shall be and remain obligated to pay Landlord damages or loss of rents which Landlord may then or thereafter suffer to the full end of the original term. Notwithstanding anything else to the contrary herein, in respect to the defaults that cannot reasonably be cured within the cure period provided herein, it shall be sufficient that a bona fide effort toward curing such default is commenced during such period and thereafter diligently prosecuted to completion.

16. COMPLIANCE OF LAWS. Tenant agrees to comply with all laws, ordinances, orders, rules and regulations known to Tenant now or hereafter in force affecting the Premises or use thereof, and not to conduct in or permit the use of the Premises or any part thereof for any illegal purpose.

17. ENVIRONMENTAL. Tenant will comply with any and all environmental statutes, rules, regulations and orders federal, state, or local including but not limited to such statutes as the Federal Clean Air Act, Resource Conservation Recovery Act, Comprehensive Environmental Response, Compensation and Liability Act of 1980, and the Hazardous Materials Transportation Act, as such may be amended from time to time (collectively, "Environmental Laws"). Tenant covenants and agrees that it will indemnify and hold the Landlord harmless from and against any and all claims, expense, damage, loss or liability incurred by the Landlord (including all reasonable costs of legal representation incurred by the Landlord) relating to Tenant's breach of this Section 17. Landlord covenants and agrees that it will indemnify and hold the Tenant and its affiliates harmless from and against any and all claims, expense, damage, loss or liability incurred by Tenant and its affiliates (including all reasonable costs of legal representation

incurred thereby) relating to any environmental conditions, including any hazardous substances, on the Property in connection with (a) the use or occupancy of the Property by Landlord or any previous owner/occupant/user of the Property prior to Tenant's occupancy of the Premises; (b) the use or occupancy of the Property by any subsequent owner/occupant/user of the Property after Tenant's occupancy of the Premises terminates; (c) violations by any prior or subsequent owner/occupant/user of the Property of any applicable environmental laws, as well as any liabilities, resulting from the practices of the prior or subsequent owner/occupant/user whether or not such practices were or could be deemed a violation of such laws; (d) contamination of the Property by Landlord or by its agents employees or other tenants prior to, during or after the Term hereof; and (e) any contamination or other environmental condition present on or about the Property, or any portion thereof, whether currently known or unknown, that existed on or prior to the commencement date of this Lease.

18. QUIET ENJOYMENT. The Landlord covenants and agrees that Tenant, upon performance of the Tenant's obligations under this Lease, shall lawfully and quietly occupy and enjoy the Premises during the term of this Lease without disturbance of the Landlord, its agents, employees, or representatives.

19. TITLE. Landlord does hereby covenant with Tenant that Landlord is lawfully seized and possessed of the Premises, that Landlord has good and lawful right to enter into this Lease, and that Landlord will forever warrant and defend the title thereto against the lawful claims of all persons.

20. AUTHORITY. The Landlord and Tenant have the power and authority to make, execute, deliver and perform their obligations under this Lease. The execution, delivery, and performance of this Lease have been duly authorized by all necessary action of the part of the Landlord and Tenant. This Lease constitutes the valid and legally binding obligations of the Landlord and Tenant enforceable in accordance with their terms, except as enforcement thereof may be limited by bankruptcy, insolvency, moratorium or similar laws affecting creditor's rights and subject to equitable principles. The individual(s) executing this Lease on behalf of Landlord and Tenant have the authority and power to execute this Lease on behalf of Landlord and Tenant.

IN WITNESS WHEREOF, the Parties have hereunto set their hands the day and year first above written.

LANDLORD

TENANT

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Exhibit A

6704 LINDALE RD, 6708 LINDALE RD, 6701 OAK CREST DR W, 6713 OAK CREST DR W, 6720 OAK CREST DR W, 6724 OAK CREST DR W, 6728 OAK CREST DR W, 6732 OAK CREST DR W



Exhibit B





Corporate Vendor Contact Information

Vendor Name	
DBA	
Tax ID (US: FEIN or SSN, CA: GST, SIN or Business Number, Mexico: RFC)	
Type of Business	☐ Rent ☐ Service ☐ Product ☐ Royalty ☐ Charity
Corporate Address/PO Box	
City, Region, Postal Code	
Phone Number	
Fax Number	
Contact Name	
Remittance email	

Payment Remittance Address if different than above

Address/PO Box	
City, Region, Postal Code	

Currency – Select One

☐ USD☐ CAD☐ AUD☐ MXN☐ Other:

Payment Details – Select One

☐ **Direct Deposit:** Please provide a voided blank check or a letter on company letterhead with a signature, printed name and a date or a letter from the financial institution with a physical signature, printed name and a date within the last 6 months (Mexico Pesos vendors: Bank Statement or Bank Letter Only) Any fields marked "See Attached" will be returned

Financial Institution Name:	
Financial Institution Address:	
Account Number (including any leading zeros)	
US Only: Routing Number	
Canada Only: Institution ID & Transit Number	
Mexico Only: CLABE	
Vendors outside North America: SWIFT/IBAN	

For ACH/Wire: I hereby authorize Kiewit Corporation (and its affiliates), collectively referred to herein as "Company" or "Kiewit", to initiate direct deposit credit entries and to initiate, if necessary, correcting debit entries for any credit entries made in error to the account number listed above. I also authorize the financial institution named above to credit and debit the same entries to the account. This authority is to remain in full force and effect until Company has received written notification from the vendor on its termination in such time and in such manner as to afford the Company a reasonable time to act on it. Termination of vendor status shall automatically void this authorization.

☐ **Check**☐ **VPay**

By signing below, I authorize payments from Kiewit Corporation (and its affiliates) to be received via Virtual Credit Card Payment (Vpay).

By signing this document, I certify that I am an authorized company representative, the information on this form is correct and the vendor shall comply with [Kiewit's Vendor Code of Conduct](#).

Physical Signature

Printed Name

Date

Vendor Name	
Tax ID	

Additional Payment Remittance Addresses

Address/PO Box	
City, Region, Postal Code	

Address/PO Box	
City, Region, Postal Code	

Address/PO Box	
City, Region, Postal Code	

Address/PO Box	
City, Region, Postal Code	

Address/PO Box	
City, Region, Postal Code	

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City, Region, Postal Code	

Address/PO Box	
City, Region, Postal Code	

Address/PO Box	
City, Region, Postal Code	

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.C.2.

SUBJECT

Discuss and take action as required to sell the property located at 600 W. Kennedale Parkway.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.C.3.

SUBJECT

Discuss and take action on a proposed contract for EDC Consultation Services with CP2 Consultants.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	CP2 Presentation for Kennedale	CP2 Presentation for Kennedale.pdf
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KENNEDALE ECONOMIC DEVELOPMENT & CHAMBER OF COMMERCE



OPPORTUNITY

Stretched Thin
Disconnected
Reactive



We're Open
for Business



GO GET IT.

New Investment

- Research
- Incentives
- Land acquisition
- Job creation

Development Process

- Frictionless
- Fast
- Prioritized

Marketing

- Ready product
- Developer and real estate relationships
- Land promotion
- CREW and ICSC

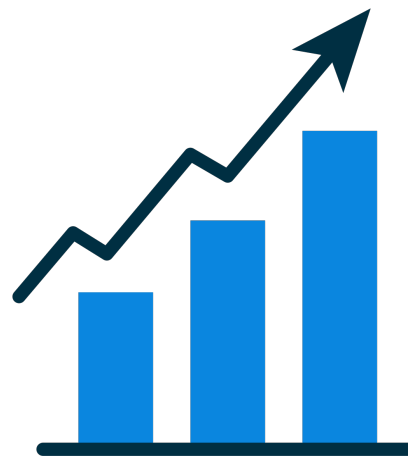
Biz Retention & Expansion

- Relationship building
- Workforce development
- Succession planning

CHAMBER REBUILD

January Launch

- Relevant Product
- Larger and Growing Membership
- Financially Stable
- Strong Internal Leadership
- Community-Driven Programming



EDUCATED & CONNECTED



PROACTIVE

Our team approach enables us to be aggressive in attracting new investment and optimizing the substantial success Kennedale has already enjoyed - all with our eyes on Kennedale's continued and increased prosperity.



Chelsea Petty
Partner



Christy Forte'
Partner

THANK YOU

CP2 CONSULTANTS

MEETING DATE: OCTOBER 22, 2024

AGENDA ITEM NUMBER: REGULAR SESSION ITEM III.C.4.

SUBJECT

Discuss and take action on the application process and approval qualifications for the Economic Development Funding Grants.

ORIGINATED BY

SUMMARY

RECOMMENDATION

ATTACHMENTS

1.	Qualifications for the City of Kennedale Economic Development Funding Grants_v3.0	Qualifications for the City of Kennedale Economic Development Funding Grants_v3.0.docx
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Qualifications for the City of Kennedale Economic Development Funding Grants

Section 1: Program Overview

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the City limits of Kennedale, Texas and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability. This program is sponsored, funded, and monitored by the Kennedale Economic Development Corporation (KEDC) Board of Directors who may amend, adjust, or eliminate this program at any time.

Section 2: Type of Improvements allowed by Grant

Grant Type and Description	Match Type* (100% or 50%)
Façade Improvement – <i>Improvements to storefronts including but not limited to painting, reconstruction, signs, or remodeling.</i>	50%
Property Improvement – <i>Items such as but not limited to landscaping, parking lot resurfacing, striping, driveway improvements, and lighting.</i>	50%
Capital Equipment Grant – <i>Equipment with a useful life longer than 1 year used in the productive operations of the company.</i>	100%

***Match Type** definitions: For **100% Match**, every dollar spent by the grant recipient towards the approved grant will be reimbursable up to the Grant Amount. For **50% Match**, only half of the actual funds spent by the grant recipient are eligible for reimbursement up to the Grant Amount.

Section 3: Eligibility

- A. All business buildings and facilities located within the City at the time of adoption of these guidelines shall be eligible for this program.
- B. Any new business planning to locate within the City, or any business currently located within the city limits, shall be eligible for this program.
- C. A *business* is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make a profit.
- D. The proposed project must comply with applicable regulations, city- approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines.
- E. All applicants must be current and provide KEDC with documentation providing they are current with all Ad Valorem Taxes.
- F. All applicants must include Business formation documents with application and Sales Tax Permit as required by the Texas Comptroller office.
- G. Grants may NOT be used for refinancing existing loans, working capital, inventory, permits, inspections, home occupations, back of house interior remodeling with the exception of customer occupied spaces (“front of the house”), new construction, and routine maintenance of landscaping.**

Section 4: Guidelines

- A. Proof of the applicant’s ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
- B. If the grant applicant operates within a leased facility, then the grant request must also be approved in writing by the property owner. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
- C. A business or property owner may apply for one (1) or more of the three (3) types of grants per physical location (address) set forth herein within any fiscal year (October 1 to September 30). A business that receives grant funding during a

fiscal year shall be precluded from making subsequent applications for funding in the following 1 fiscal year(s).

- D. The maximum amount of funding available to any one applicant, business establishment, or property owner at one physical location (address) shall be \$25,000 per fiscal year.
- E. All grants are reimbursement grants and will only be funded *after* completion of the project in accordance with drawings and specifications approved by the Kennedale Economic Development Corporation Board of Directors and after the applicant submits to the KEDC proof of paid receipts for all applicable labor and materials. Digital photographs of the completed work shall also be required.
- F. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits of \$25,000. In-kind contributions to the improvements by the applicant will not be considered as an expenditure by the applicant. Only cash expenditures by the applicant may be used in calculating the cost of improvements.
- G. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the KEDC Board of Directors. Thereafter, any modifications must first receive written approval by either the KEDC Board or the KEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- H. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- I. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- J. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the KEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.

- K. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the KEDC.
- L. The applicant must complete the improvement project within twelve (12) months of receiving written approval from the KEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project.
- M. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the KEDC the grant money received.
- N. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the KEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the KEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the City of Kennedale.
- O. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the KEDC notifies the applicant of the violation.
- P. The KEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the KEDC under paragraphs M, N, and O of this Section, and in such action may recover court costs and reasonable attorney's fees.

Q. The KEDC shall review and vote on grant applicants quarterly; all grants require a minimum of 30 days to review prior to being presented to the KEDC board for approval.

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